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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Kevin D. Johnson, et al. / HO Sports Company, Inc.Application No./Patent No.: 6,834,607 Filed/Issue Date: December 28, 2004Entitled: TOWING SYSTEM AND METHOD FOR A WATER SPORTS APPARATUSHO SPORTS COMPANY, INC., a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

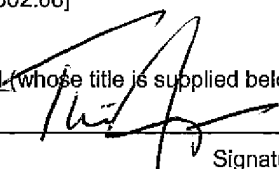
1. From: Kevin D. Johnson To: Wakekite Sports, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 018015, Frame 0281, or for which a copy thereof is attached.
2. From: Daniel W. Meyers To: Wakekite Sports, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 018015, Frame 0278, or for which a copy thereof is attached.
3. From: Wakekite Sports Inc. To: HO Sports Company, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
\_\_\_\_\_  
Signature

3-5-07  
\_\_\_\_\_  
Date

Tim Joyce  
\_\_\_\_\_  
Printed or Typed Name

n/a  
\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Chief Executive Officer  
Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

## PATENT ASSIGNMENT

This Patent Assignment ("Assignment") is effective as of November 1, 2006, by and between WakeKite Sports, Inc., an Oregon corporation ("Assignor"), and H.O. Sports Company, Inc., a Washington corporation ("Assignee").

WHEREAS, Assignor has rights in the patents and patent applications listed in Schedule I (collectively, the "Patent Rights").

WHEREAS, Assignor desires to assign all of its right, title, and interest in and to the Patent Rights, and the Assignee desires to acquire the entire right, title, and interest in and to the Patent Rights.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby acknowledges and agrees to the following:

1. Assignor does hereby acknowledge that Assignor has irrevocably sold, assigned, transferred, and set over, and does hereby irrevocably sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the entire right, title, and interest in, to, and under: (a) the Patent Rights; (b) all Letters Patent of the United States that may be granted thereon; (c) all divisions, reissues, renewals, continuations, continuations in-part, re-examinations, and extensions thereof; (d) all rights of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it; (e) all patents or other government-granted indicia of invention ownership that may hereafter be granted for any of the inventions described in the Patent Rights in any country or countries foreign to the United States; (f) all priority or other rights granted pursuant to any patent cooperation and/or registration treaty; (g) all applications for any of the foregoing (items (a) through (g) are collectively referred to as the "Assigned Patents"); and (h) the right, if any, to sue or bring any claim or action for past, present, and future infringement of the Assigned Patents.

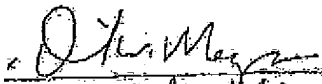
2. Assignor hereby authorizes and requests the Commissioner of Patents of the United States, and any official of any country or countries foreign to the United States, whose duty it is to issue patents on applications for aforesaid, to issue all Letters Patent or foreign patents for the applicable Assigned Patents to the Assignee, its successors, legal representatives, and assigns.

3. Assignor hereby covenants and agrees that Assignor will: (a) cooperate with the Assignee, its successors, legal representatives, and assigns, in the prosecution of U.S. Patent Rights and foreign counterparts on the inventions described in the Patent Rights and any improvements thereon; (b) communicate to the Assignee, its successors, legal representatives, and assigns, any facts known to Assignor respecting the Assigned Patents, and testify in any legal proceedings, sign all required papers, execute all divisional, continuing, and reissue applications, execute and participate in all requests for re-examination, make all rightful oaths, and generally do everything possible to aid the Assignee, its successors, legal representatives, and assigns, to obtain, maintain, and enforce proper patent protection for the Assigned Patents in all countries; (c) execute, acknowledge, and deliver to the Assignee, its successors, legal

representatives, and assigns, any and all further instruments and assurances necessary or expedient in order to vest rights assigned hereunder more effectively in the Assignee, its successors, legal representatives, and assigns; and (d) execute, acknowledge, and deliver to the Assignee, its successors, legal representatives, and assigns, any and all further instruments and assurances necessary or expedient in order to confirm or record the rights assigned hereunder to Assignee, its successors, legal representatives, and assigns. Assignor hereby irrevocably appoints Assignee, and its successors and assigns, and their respective duly authorized officers and agents as its agent and attorney in fact, to act in Assignor's stead to execute, acknowledge, verify, and deliver any such document (as applicable) with the same legal force and effect as if done by Assignor.

DATED this 1<sup>st</sup> day of November, 2006.

WAKEKITE SPORTS, INC.

  
W.P. of Marketing - G.M.

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that he signed this  
instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it  
as the \_\_\_\_\_ of WAKEKITE SPORTS, INC. to be the free and  
voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## **SCHEDULE I**

### **Patents and Patent Applications**

Application No. 60863309, filed 10/27/06, Applicants: Corwin Hardham, Johannes Van Niekerk, Kevin D. Johnson, Daniel W. Meyers, and Gregory Ashton.

Application No. 60/820,776, filed 07/28/2006, Applicants: Corwin Hardham, Johannes Van Niekerk, Kevin D. Johnson, Daniel W. Meyers

U.S. 6,834,607, issued December 28, 2004, Kevin D. Johnson and Daniel W. Meyers